

**DEPARTMENT OF PERSONNEL ADMINISTRATION**

OFFICE OF THE DIRECTOR

1515 "S" STREET, NORTH BUILDING, SUITE 400  
SACRAMENTO, CA 95814-7243

June 12, 2008

The Honorable Denise Ducheny  
Chair, Joint Legislative Budget Committee  
State Capitol, Room 5035  
Sacramento, California 95814

**Re: Bargaining Units 1, 3, 4, 15, 17, and 20—Service Employees International Union (SEIU, Local 1,000)**

**Addendum for Personnel Relocation Costs Associated with Agnews Closure—Fiscal over \$250,000**

**Affecting the Various Bargaining Units of SEIU, Local 1,000: Health and Social Services Professionals**

On June 6, 2008, DPA and representatives of SEIU Local 1,000 reached agreement on issues related to the Agnews Developmental Center closure.

**Economic provisions:**

The agreement contains the following provisions, which are similar or identical to provisions already agreed to by other bargaining units impacted by the Agnews closure:

- \$3,500 in relocation assistance to all employees who voluntarily report to another position within the Department of Developmental Services (DDS) at a location other than the Agnews location. Less than full-time employees will receive the Relocation Assistance on a pro-rated basis.
  - Thirty days prior to the specified reporting date the employee shall be advanced \$1,750, less required deductions and taxes. Failure to report to work will result in a forfeiture of the advance and any advanced monies will be collected, as specified.
  - Ninety days after the first actual day of work, if the employee remains on active duty, the remaining \$1,750 will be paid. Failure to complete the 90 days will result in a forfeiture of the advance and any advanced monies will be collected, as specified.
  - Relocation assistance shall not be subject to CalPERS deductions or be used to calculate retirement benefits, nor shall it impact the calculation of hourly rates of pay of any other type of leave balance.

- This is the sole relocation assistance provided. Relocation is not required by the department, and is thus voluntary on the part of employees.
- Employees who relocate within DDS will have the option to cash out no fewer than 40 hours, and no more than 80 hours, of accrued vacation/annual leave.
  - Payout for this provision shall be 3 weeks prior to the effective reporting date at the new DDS location.
  - For employees who choose not to cash out vacation/annual leave, the vacation/annual leave balances will be transferred with the employees to their new positions.
- Employees who relocate within DDS or who report to other state employment will have the option to cash out their compensating time off, excess time, holiday time, and personal leave time three weeks prior to reporting to their new assignments.
  - Employees who do not do not report to another DDS location or to another position in state employment will still receive a cash-out for these items, as required by law, but it shall not occur until the last day of employment.

#### Non-Economic Provisions

The agreement contains various non-economic provisions relating to working conditions, including placement and seniority, probationary periods, time off, reasonable accommodation, and other issues. These provisions are detailed in the attached agreement.

#### Cost

The costs associated with this agreement are one-time costs. The cost of cashing out compensating time off, excess time, holiday time, and personal leave time will have to be paid by the department regardless of this agreement; however, this agreement provides for the payment of these items at an earlier date for employees who remain in state employment.

DPA has verified with DDS and the Department of Finance that costs for cashing out vacation/annual leave and relocation assistance have been anticipated and will be paid for out of existing funds in the Department of Developmental Services.

#### Timing to implement this agreement is critical.

The need for relocation assistance is timed to the closure of the Agnews facility. The Legislature, DDS, and DPA have long been aware of the imminent closure and have been working toward this end for over a year. DDS has provided detailed reports to the Legislature regarding the closure since January, 2005. These reports may be found in detail on DDS' website at [http://www.dds.ca.gov/AgnewsClosure/ACP\\_Reports.cfm](http://www.dds.ca.gov/AgnewsClosure/ACP_Reports.cfm). Therefore, DPA respectfully requests that the Legislature give strong consideration to immediate approval of this agreement, without the need for further legislation.

If you have any questions, please contact Pamela Schneider, Legislative Coordinator, at 327-2348.

Sincerely,



David A. Gilb  
Director

#### Attachments

cc: Members  
Joint Legislative Budget Committee

Elizabeth Hill, Legislative Analyst  
LAO

Jason Dickerson, Consultant  
Office of the Legislative Analyst

Jody Martin, Principal Consultant  
Joint Legislative Budget Committee

Diana Ducay, Program Budget Manager  
Department of Finance

Michael Prozio, Deputy Legislative Secretary  
Governor Schwarzenegger

Dianne Cummins, Chief Fiscal Policy Advisor  
Office of the Pro Tem

Charles Wright, Chief Consultant  
Office of the Pro Tem

Craig Cornet, Budget Director  
Office of the Speaker

Greg Campbell, Chief Consultant  
Office of the Speaker

Bob Franzioia, Staff Director  
Senate Appropriations Com.

Maureen Ortiz, Consultant  
Senate Appropriations Com.

Geoff Long, Chief Consultant  
Assembly Appropriations Com.

Brad Williams, Consultant  
Assembly Appropriations Com.

Suzanne Sutton, Consultant  
Senate Republican Caucus

Terry Mast, Chief Consultant  
Assembly Republican Caucus

David Felderstein, Consultant  
Senate PE&R Committee

Karon Green, Chief Consultant  
Assembly PERS&S Committee

Alene Shimazu, Fiscal Manager  
Office of Financial Management  
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Jacquelyn Cervantes, LRO  
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Senate Republican Fiscal Office

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Chantele Denny, Consultant  
Senate Republican Fiscal Office

Peter Schaafsma, Staff Director  
Assembly Republican Fiscal

Anthony Archie, Consultant  
Assembly Republican Fiscal Office

Daniel Alvarez, Staff Director  
Senate Budget Committee

Brian Annis, Consultant  
Senate Budget Committee

Adam Dondro, Staff Director  
Assembly Budget Committee

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**AGREEMENT REACHED ON JUNE 6, 2008 BETWEEN THE STATE OF  
CALIFORNIA AND SEIU LOCAL 1000  
CONCERNING  
DEPARTMENT OF DEVELOPMENTAL SERVICES  
AGNEWS DEVELOPMENTAL CENTER CLOSURE**

**1. RELOCATION ASSISTANCE**

This Relocation Assistance is provided to Agnews Developmental Center (ADC) SEIU impacted employees who relocate to another position within the Department of Developmental Services (DDS). The amount of the Relocation Assistance shall be three thousand five hundred (\$3,500) dollars. The positions within DDS identified for the Relocation Assistance are listed on the attached.

No Relocation Assistance provision(s) shall apply to SEIU Community State Staff (CSS) assigned employees.

No Relocation Assistance Provision(s) shall apply to employees in SEIU bargaining units accepting a position in the Warm Shut Down.

No Relocation Assistance provision(s) shall apply to employees in SEIU bargaining units accepting a position in the Outpatient Clinic (Primary Care Clinic) or any other area that remains after Agnews closure.

This Relocation Assistance provision is effective upon ratification by the State. This benefit begins February 7, 2008, and terminates upon the establishment of the re-employment list for the each SEIU classification. An employee shall be eligible if they apply for the DDS position prior to the establishment of the reemployment list for their classification, even if the hiring process is not completed before the list is established. An employee's application must be postmarked and/or received prior to the establishment of the reemployment list for their classification.

Employees shall report to their new DDS facility on the date specified as the reporting date and be ready, willing and able to work.

Employees must be on active work status ninety (90) days from the first day of actual work.

**2 A. ADVANCE AGAINST RELOCATION ASSISTANCE**

Thirty (30) days prior to the specified reporting date, an employee who has accepted a position in another DDS facility will be issued an advance against the Relocation Assistance in the amount of one thousand, seven hundred fifty (\$1,750) dollars less required deductions and/or taxes.

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Failure to report on the specified reporting date as directed above will result in the loss of the Relocation Assistance. Recovery of the advance will be handled by deduction of earnings, against accrued leave balances and/or garnishment wages/salary. If necessary, DDS will also file a claim for reimbursement with the Franchise Tax Board for any remaining balance due.

Failure to complete the 90-day active work status requirement indicated above will result in recovery of the advance and forfeiture of the balance of the Relocation Assistance as indicated in the above conditions.

## **2. B. BALANCE OF THE RELOCATION ASSISTANCE**

Ninety (90) calendar days after the first actual day of work, the remainder of the Relocation Assistance one thousand seven hundred fifty (\$1,750) dollars, less required deductions and/or taxes, will be issued to the employee.

Failure to complete the conditions/requirements indicated above will result in the forfeiture of the advance against Relocation Assistance and balance of the Relocation Assistance and recovery of the forfeiture will be handled as indicated above.

The Relocation Assistance will not count in the calculation of hourly rates of pay for overtime, IDL, SDI or lump sum cash out of vacation, sick leave or any other leave balance.

This agreement is the sole provision providing Relocation Assistance. No other Relocation Assistance is provided. This means: It is understood that the appointing authority is not requiring employees to accept positions at (or relocate to) another DDS facility and that employees accepting positions at other DDS facilities do so voluntarily. Accordingly, employees who accept positions at another DDS facility are not eligible for moving and relocation allowances under the provisions of Government Code Sections 19841 and 19842, DPA regulations 599.714 through 599.724.1, inclusive, and Article 12 (Sections 12.1 and 12.2) of the SEIU collective bargaining agreements.

## **3. CTO, EXCESS TIME, HOLIDAY TIME, PERSONAL LEAVE & VACATION/ANNUAL LEAVE CASH OUT.**

Upon request of the Agnews Developmental Center (ADC) employee, who voluntarily reports to other DDS locations, DDS agrees to cash out CTO, Excess time, Holiday Time and Personal leave to zero balance. The "cash out" will be paid three (3) weeks prior to the effective reporting date to the new reporting site.

Upon request of the ADC employee, who voluntarily reports to other State employment (outside DDS) DDS agrees to cash out CTO, Excess time and Holiday Time to a zero balance. The "cash out" will be paid three (3) weeks prior to the effective reporting date to the new reporting site. If no request is received, all CTO and Excess Time balances will be cashed out to the employee on the last day of employment with DDS.

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Employees who voluntarily report to their new location within DDS will have the option to cash out no fewer than 40 hours vacation/annual leave accumulation, but no more than 80 hours. Vacation/annual leave payout will be three (3) weeks prior to the effective reporting date at the new DDS location.

#### **4. TRAINING**

The Department agrees to continue in accordance with the existing collective bargaining agreement any/all approved training programs currently in place for Agnews employees until the date of each employee's layoff. This is not precedent setting.

#### **5. POST CLOSURE POSITIONS**

All SEIU Local 1000 positions in the Outpatient Clinic, Administrative Ninety Day Post Closure and Warm Shutdown will be posted within seven days of when positions are available, with prior notification to the union, and will be offered to employees based on total state seniority. The most senior eligible employee who applies will be offered the position first and if they decline it will be offered to the next senior employee until the allocation is filled. Eligibility for less than fulltime employees will be based on the State Personnel Board's Personnel Management Policy and Procedures Manual (PMPPM) section 380. If a part time employee qualifies, that employee will be offered the position in order of total state seniority.

If any additional positions represented by SEIU Local 1000 are added to the Regional Project of the Bay Area (RPBA/RRDP), after June 5, 2008, those positions will be filled by seniority as above.

#### **6. SIDELETTER TA, Proposals # 1, 2, 3, 4, 5**

The TA of an agreement dated 5/14/08 is attached and considered a part of this agreement.

7. The Staff Services Analyst Transfer exam is a statewide exam. In addition, those employees who are on a Departmental promotional list, shall have the ability to apply for and transfer to other state agencies based on applicable SPB rules and regulations.

#### **8. SROA and REEMPLOYMENT RIGHTS (mgmt counter 5-14-08 #13, 17, 20)**

Impacted employees represented by SEIU placed pursuant to this provision with the exception of Administrative Ninety Day Post Closure employees, will have their SROA/Surplus status withdrawn at the time they exercise their right to a position as the most senior eligible employee.

All SEIU represented employees not covered by the above provision(s) will have SROA/Surplus status for a minimum of 120 calendar days. SROA/Surplus status shall be

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extended by the State consistent with the layoff date of each employee, in increments up to a maximum of 120 calendar days per SROA policy and procedure manual.

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The agreement and all of its provisions expires upon completion of the above listed provisions.

#### Ratification

This agreement will be effective when all of the following are met:

- The tentative agreement is approved by the Legislature
- The expenditure of funds is approved by the Legislature
- The tentative agreement is ratified by SEIU Local 1000

STATE

[Signature]

Kathryn Clark

[Signature]

[Signature]

Julie Chambers

[Signature]

Beth G. Meneely

SEIU LOCAL 1000

[Signature] 6/6/08  
UNIT 20  
CLARK

[Signature]

Mercedes R. Day-Grays

Diana Tavares

Timothy Hill, RV.

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June 6, 2008

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MANAGEMENT COUNTER PROPOSAL  
SEIU  
Agnews Closure  
PROPOSALS #: 1,2,3,4, & 5  
DATE: May 6, 2008

149 PM  
1A 5/4/08  
1. 5/14/08

- A. Upon request and with prior supervisory approval, SEIU Local 1000 represented employees on their scheduled work day who may want to attend an Agnews Developmental Center (ADC) job fair will be provided a reasonable amount of State time to attend ADC job fair(s). Rejection of time off request will be reviewed by the Executive Director or designee. Denials will be provided to employee in writing. *Before to Job Fair. 5/14/08*
- B. Upon request and with prior supervisory approval, SEIU Local 1000 represented employees will be provided one-on-one assistance in the Marchesi Career Center and a reasonable amount of State time to help identify classifications available to them in State services. (SEIU #3 & 4) Rejection of time off request will be reviewed by the Executive Director or designee. Denials will be provided to the employee in writing.
- C. Upon request, and with prior supervisory approval, SEIU Local 1000 represented employees will be provided a reasonable amount of State time, to receive information from the Marchesi Career Center, on how to search the State Personnel Board's vacant position data base (VPOS) in order to access job opportunities. (SEIU #5). Rejection of time off request will be reviewed by the Executive Director or designee. Denials will be in provided to employee in writing.
- D. All SEIU Local 1000 represented employees on SROA/Surplus status, with prior supervisory approval, will be allowed a reasonable amount of State time to participate in verifiable State/Private employment interviews. (SEIU # 1) Rejection of time off request will be reviewed by the Executive Director or designee. Denials will be provided to the employee in writing.

*Please to the  
Scheduled interview  
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MANAGEMENT COUNTER PROPOSAL  
SEIU  
Agnews Closure  
PROPOSAL #s 13, 17 and 20  
DATE: May 14, 2008

#17

All SEIU Local 1000 positions in the Outpatient Clinic, Administrative Ninety Day Post Closure, and Warm Shutdown, will be offered based on total state seniority. The most senior eligible employee shall be offered the position first and if they decline, it shall be offered to the next senior person until the allocation is filled. Eligibility for less than full time employees will be based on the State Personnel Board's Personnel Management Policy and Procedures Manual (PMPPM) section 380.

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Impacted employees represented by SEIU placed pursuant to this provision with the exception of Administrative Ninety Day Post Closure employees, will have their SROA/Surplus status withdrawn, at the time they exercise their right to a position as the most senior eligible employee.

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All SEIU represented employees not covered by the above provision(s) will have SROA/Surplus status for a minimum of 120 calendar days. SROA/Surplus status shall be extended by the State consistent with the layoff date of each employee, in increments up to a maximum of 120 calendar days per SROA policy and procedure manual.

Paul 6/6/08

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### Bargaining Unit #3 Vacancy Rates

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**Bargaining Unit #4  
Vacancy Rates**

<b>CLASSIFICATION</b>	<b>Canyon Springs</b>	<b>Fairview</b>	<b>Lanterman</b>	<b>Porterville</b>	<b>Sonoma</b>	<b>Sierra Vista</b>
Accounting Tech		1				
Office Assistant (General)						
Health Records Technician I						
Office Technician (Typing)		1		2		
Property Controller I						
Property Controller II					1	
Dispatcher-Clerk			1			
Office Technician (General)						
6/2/2008						

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**Bargaining Unit #15  
Vacancy Rates**

CLASSIFICATION	Canyon Springs	Fairview	Lanterman	Porterville	Sonoma	Sierra Vista
Facility Envir Audit Tech						
Food Services Tech I	.5 X 3	4		2.5		1
Food Services Tech II		1			1	
Cook Specialist II						
Seamer						
Hospital Worker						
6/2/2008						

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### Bargaining Unit #17 Vacancy Rates

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### **Bargaining Unit #20 Vacancy Rates**

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